

**THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF NORTH CAROLINA
STATESVILLE DIVISION
NO. 5:17-cv-00172**

JACKSON NATIONAL LIFE)
INSURANCE COMPANY,)
)
 Plaintiff and Stakeholder in)
Interpleader,)
)
 v.)
)
 MICHAEL D. PRESLEY, and)
HOLLY S. PRESLEY,)
)
 Defendants and Claimants in)
Interpleader.)

ORDER

THIS MATTER is before the Court on the Joint Motion for Discharge, Disbursement and Dismissal filed by Jackson National Life Insurance Company and Holly S. Presley (Doc. No. 19).

The Court has considered the Motion and relevant law and finds that:

(a) Jurisdiction under 28 U.S.C. § 1335 is proper. While Michael D. Presley has not filed a claim under the Policy, he has a contingent interest under the Policy and thus is a party who “may claim to be entitled” to its proceeds. Further, Michael D. Presley and Holly S. Presley are citizens of different states, and the amount at issue is greater than \$500;

(b) The Policy names Holly S. Presley as the primary beneficiary, and Alabama Code § 30-4-17 does not bar her recovery because § 30-4-17 was passed and became effective after Holly S. Presley and David A. Presley were divorced; and

(c) Michael D. Presley has not timely offered any evidence or legal authority in

opposition to Holly S. Presley's claim to the funds, and he has accordingly been entered into default.

Accordingly, the Court hereby **ORDERS** that:

(a) Holly S. Presley and Michael D. Presley are enjoined and restrained from initiating any other action against Jackson National Life Insurance Company for recovery of the Variable Annuity death benefits that were the subject of this interpleader action, or any part thereof;

(b) Jackson National Life Insurance Company is hereby discharged from all further liability under the Policy issued by Jackson National Life Insurance Company (bearing a Policy Number ending in -2338), beyond those monies deposited into the Court's registry, which represented the Policy's benefits payable by reason of the death of David A. Presley, plus accrued interest;

(c) The clerk is authorized and directed to draw a check on the funds on deposit in the registry of this court in the principal amount of \$2,500.00 payable to Jackson National Life Insurance Company, c/o Jonathan R. Reich, Womble Carlyle Sandridge & Rice, LLP, and mail or deliver the check to Jonathan R. Reich, Esq., 1 West Fourth Street, Winston-Salem, North Carolina 27101;

(d) The clerk is authorized and directed to draw a check on the funds on deposit in the registry of this court in the principal amount of \$32,839.39 plus all accrued interest, minus any statutory users fees, payable to Levine Law Group, PA Trust Account, and mail or deliver said check to Cathy A. Williams, Esq., Levine Law Group, PA, 128 Medical Park Road, Suite 300, Mooresville, NC 28117;

(e) Counsel for each party receiving a disbursement under this order shall provide the clerk with a W-9 for that party under separate cover; and

(f) This action shall be dismissed with prejudice, without recovery by any party of any costs or fees not specifically set forth in this Order.

SO ORDERED.

Signed: March 13, 2018

A handwritten signature in black ink, reading "Graham C. Mullen", written over a horizontal line.

Graham C. Mullen
United States District Judge

